

**PLUMMER ASSOCIATES, INC.****AGREEMENT FOR ENGINEERING SERVICES**

Project No. \_\_\_\_\_

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Sanger**, Texas, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

**OWNER INFORMATION**

Name: _____	City of Sanger	Contact: _____	Jim Bolz
Billing Address: _____	P.O. Box 1729	Title: _____	Director of Public Works
_____	Sanger, TX 76266	Telephone: _____	(940) _____

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Owner and Engineer agree as follows:

**SCOPE OF SERVICE:**

Owner requests and authorizes Engineer to perform BASIC ENGINEERING SERVICES to and as further described in Exhibit A, "**Scope of Services**," and hereinafter called the Project as set forth in this Agreement.

**GENERAL TERMS AND CONDITIONS:****1. Authorization to Proceed**

Execution of this Agreement by the Owner will be authorization for PLUMMER ASSOCIATES, INC. ("Engineer") to proceed with the work, unless otherwise provided for in this Agreement.

**2. Salary Costs**

Engineer's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid Engineer's employees for work directly performed on Owner's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

**3. Per Diem Rates**

Engineer's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

#### **4. Direct Expenses**

Engineer's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

#### **5. Cost Opinions**

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

#### **6. Termination**

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause, relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

#### **7. Compensation**

Owner shall pay Engineer for Basic Services and Additional Services rendered in accordance with the provisions of Exhibit B.

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Owner will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

#### **8. Insurance**

Engineer, as a minimum, shall maintain insurance of a form and in amounts as required by state law and as set forth in the attachment "Insurance and as set forth in Exhibit C, "Insurance". Engineer shall provide proof of said insurance requirements by attaching a Certificate of Insurance with the executed Agreement.

#### **9. Independent Consultant**

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

#### **10. Engineer's Personnel at the Project Site**

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions

of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

#### **11. Litigation Assistance**

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

#### **12. Venue**

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Denton County, Texas, and shall be governed by the laws of the State of Texas.

#### **13. Severability and Survival**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

#### **14. Interpretation**

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

#### **15. No Third Party Beneficiaries**

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third party beneficiaries. The Owner will include a provision in each agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project.

#### **16. Indemnity and Liability**

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of Engineer's negligent act or omission of Engineer, its consultants, or their officers, directors, members, partners, agents, or employees on services performed under this Agreement provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom. It is specifically understood and agreed that in no case shall the Engineer be required to pay an amount disproportional to Engineer's culpability, or any share of any amount levied to recognize more than actual economic damages

Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing similar work in the same locality under similar conditions during the same time. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Engineer's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

The Owner's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performances of this Agreement, and the Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner caused by Engineer's omissions or negligent performance of any of the services furnished under this Agreement.

To the maximum extent permitted by law, Engineer's liability for Owner damages for any cause or combination of causes will, in the aggregate, not exceed the limits of the Engineer's professional liability insurance coverage.

As used herein, Engineer includes the corporation, subcontractors, and any of its or their officers, or employees.

As between the Owner and the Engineer, any contract claim must be brought within four years from the day following the act or omission giving rise to the breach of contract claim.

#### **17. Documents and Notices**

Contract documents, reports, plans, specifications, memorandums, or other delivered documents (furthermore known as Documents), in printed paper format (also known as hard copies) prepared or furnished by Engineer, pursuant to this Agreement are instruments of service but shall become the property of the Owner subject to Engineer's receipt of full payment for all services relating to preparation of the Documents. Engineer shall have the right to retain copies of Documents for information and reference. Signed and sealed printed form documents and plans shall be deemed superior and shall govern over same electronic format documents.

Contracted notices required by this Agreement shall be made in writing and shall be delivered by:

- a. person;
- b. overnight courier with written verification of receipt;
- c. electronic communication; or
- d. certified mail, return receipt requested.

#### **18. Assignment**

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

#### **Exhibit A – Scope of Services**

#### **Exhibit B – Compensation**

#### **Exhibit C – Insurance**

By execution of this Agreement, Owner authorizes Engineer to provide Basic Services for the Project in accordance with Exhibit A, "Scope of Services." Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

**Owner:**

**Plummer Associates, Inc.:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### **BACKGROUND**

This scope of services will address two separate items:

Additional Blower: The first item will be the engineering services to provide a set of drawings and specifications to bid for and recommend award of a contractor, and to provide general construction administration for the installation of an additional blower to meet the aeration demand for the final permit phase for the existing City of Sanger Wastewater Treatment Plant (WWTP). It is assumed that the fourth blower will match the capacity of the other two large blowers in the blower building. The additional blower is required for the City to progress to the final phase of the WWTP discharge permit.

Technical Memorandum for Expansion to the WWTP: The existing WWTP can be expanded by replacing the existing final clarifiers in Package Plants 2, 3 and 4 with aeration equipment and constructing two new final clarifiers in concrete basins. This will provide additional design flow capacity. However, the corresponding additional peak flow will need to be addressed. This will require additional peak flow pumps and additional UV disinfection. The technical memorandum will identify the modifications needed to increase the design flow and the peak flow through the plant based on the existing peak flow to design flow ratio of 4.7 to 1.

#### **BASIC SERVICES**

The project will include the following assumptions:

- The City is responsible for on-site construction services.
- The replacement blower will be evaluated based on additional aeration capacity.
- The final plan sheets will be bound in the specification book for this project.
- The design for all project components will be packaged into a single package for bidding and construction purposes.

Basic Services provided by Plummer Associates, Inc. (the "Engineer") will generally be covered under four main Phases: Project Coordination and Meetings, Detailed Design, Advertisement and Bid Phase Services, and Construction Phase Services. Each is identified below:

#### **A. ADDITIONAL BLOWER**

##### **PHASE 1 – DETAILED DESIGN PHASE SERVICES**

The Engineer shall prepare construction documents for the project. Design criteria and specifications shall comply with the applicable laws, statutes, ordinances, codes, and regulations.

1. Draft Design
  - a. The Engineer shall prepare draft design drawings and specifications for adding the fourth blower with the accompanying electrical feed and controls in the blower building. The Engineer shall provide electronic copy of specifications and drawings for City review.
  - b. Engineer shall prepare a draft opinion of probable construction cost (OPCC) for the blower installation.
2. Design Review Meeting
  - a. The Engineer will prepare for and participate in one (1) review meeting with the City following the submittal of the draft bid set of drawings and specifications. Engineer shall provide meeting notes with action items and decisions recorded.

**3. Final Design Documents**

- a. Upon receipt of review comments from the City, the Engineer will develop the bid ready drawings and specifications for advertisement of the Project.
- b. Deliverables:
  - i. One (1) electronic copy in pdf format
  - ii. Summary and detailed Final OPCC (electronic copy in pdf format)
  - iii. One (1) hard copy of Bid Documents

**4. TCEQ Coordination**

- a. A project summary letter will be submitted to the TCEQ. Plans, specifications, and contracts shall be submitted to the TCEQ if requested following their review of the project summary letter.
- b. Meetings and additional coordination with the TCEQ will be performed under additional services.

**PHASE 2 – BID PHASE SERVICES**

After the Bid Documents and updated OPCC have been approved by the City, the Engineer shall assist in obtaining bids for the project from general contractors. The City is responsible for publishing the notice to bidders on local news media and paying the associated costs. Bidding documents shall be distributed using CivCast.

**1. Bid Advertising. Engineer shall provide the following bid phase services for the Project:**

- a. Bid Posting: Post Issued for Bid documents on CivCast;
- b. Pre-Bid Meeting: Coordinate pre-bid meeting date, time and place with the City. Prepare agenda and facilitate pre-bid meeting; and
- c. Interpret Construction Contract Documents: Respond to questions posed during advertisement via CivCast. Prepare and issue addenda when required. Addenda to be posted to CivCast.
- d. Deliverables:
  - i. Project bidding management using CivCast
  - ii. Pre-bid conference with agenda and summary (PDF format)
  - iii. Addenda

**2. Bid Processing. Engineer shall assist the City in the bid opening and review:**

- a. Bid Opening/Tabulation: Assist the City during bid opening, prepare tabulation of bids. Review bid submissions for completeness.
- b. Bid Review: Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors when warranted. The review and evaluation will include such factors as previously constructed work, financial resources, technical experience, responses from references, and bonding.
- c. Recommendation of Award: Provide written recommendation to the City concerning contract award.
- d. Prepare Construction Contracts for Signature: Review of Contractor's bonds and insurance, furnishing the Contractor unsigned construction contract documents with Notice of Intent to Award letter, and transmitting one copy of the construction contract documents to the City for signature.
- e. Prepare Conformed Documents: Incorporate addenda items and executed documents into the plans and specifications to create a "Conformed to Bid" set of construction contract documents.
- f. Deliverables:

- i. Bid Tabulation (electronic in pdf format)
- ii. Recommendation of Award letter (electronic in pdf format)
- iii. Notice of Intent to Award letter (electronic in pdf format)
- iv. One (1) hard copy of Construction Contracts for the City's signature
- v. Conformed to Bid Documents (electronic in pdf format)
- vi. Two (5) hard copies of Conformed to Bid Documents to the City;
- vii. Three (3) hard copies of Conformed to Bid Documents to Contractor;

### PHASE 3 – CONSTRUCTION PHASE SERVICES

#### 1. General Construction Administration Services

- a. The Engineer's responsibility to provide basic Engineering services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the Project including associated testing and startup service identified in this Agreement.
- b. Construction Phase duties, responsibilities, and limitations of the Engineer shall not be restricted, modified, or extended without agreement of the City and the Engineer in writing.
- c. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the City only to the extent provided in this Agreement, unless otherwise modified by written instrument.
- d. The City's approval, acceptance, use of, or payment for all or any part of the Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations or the City's rights herein.

#### 2. Engineer's Personnel at the Construction Site

- a. The presence and duties of the Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City's and/or construction contractors or other entities, and do not relieve the construction contractors or other entities from their obligations, duties, and responsibilities.
- b. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except the Engineer's own personnel.
- c. The presence of the Engineer's personnel at the construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents. The Engineer neither guarantees the performance of a construction contractor nor assumes responsibility for the contractor's failure to perform the work in accordance with the contract documents.

#### 3. Pre-Construction Conference

- a. The Engineer shall assist the City with preparation of one (1) pre-construction conference for the Project. Meeting shall be conducted by the City for the contractor at the City's facility. At a minimum, the following items will be discussed:
  - i. The construction schedule
  - ii. Schedule of values and payment procedures and schedules
  - iii. Designation of key personnel and their duties; and



## iv. Procedures for the construction administration of the Project

## 4. Construction Progress

- a. The Engineer shall perform four (4) visits to the site or City's offices during the construction period beginning with the date of execution of the construction contract by the City to review the construction schedule and to observe the progress and the quality of work.
  - i. The Engineer shall become familiar with the progress of the work completed and will determine in general if the work when completed will be in accordance with the contract documents.
  - ii. Additional site visits beyond those listed will be an additional service and the Engineer shall be entitled to additional compensation.

## 5. Shop Drawing Submittal and Review

- a. The Engineer will review samples, catalog data, schedules, shop drawings, laboratory reports, shop and mill test of material and equipment and other data pursuant to the general conditions of the Construction Contract.
- b. The Engineer will review quality related documents provided by the contractor such as test reports, equipment, installation reports, or other documentation required by the construction contracts.
- c. The Engineer shall review up to twelve (12) submittals in total, including re-submittals. Any additional reviews will be a Special Services and the Engineer shall be entitled to additional compensation.

## 6. Requests for Information and Contract Modifications

- a. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors.
  - i. The Engineer shall review up to five (5) RFIs in total, including variations of base RFI. Additional RFI responses beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.
- b. The Engineer will review contract modification requests (CMRs), prepare field orders, and review proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor, but not in accordance with the construction documents.
  - i. The Engineer shall review, evaluate, and issue up to a total of one (1) CMR, PCM, field order, and change order. Additional contract modifications beyond those listed above will be a Special service and the Engineer shall be entitled to additional compensation.

## 7. Pay Estimates

- a. The Engineer will review and comment on estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated.

## 8. Substantial and Final Review

- a. Conduct, with the City's representative, a final site visit of the Project at substantial completion for observing conformance with the design concepts of each Project and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor.
- b. Prepare Record drawings of the constructed work from information provided by the

construction contractor.

c. Deliverables:

- i. Record Drawings (electronic in PDF format)

## **B: TECHNICAL MEMORANDUM FOR ADDITIONAL PLANT CAPACITY**

1. Technical Memorandum

- a. The Engineer will evaluate the additional capacity of the plant that can be achieved by the construction of two new final clarifiers to replace the existing final clarifiers in package plants No. 2 - 4. The existing final clarifier basins will be renovated as additional aeration basin capacity. The evaluation will present the additional design flow capacity based on the historical plant influent biochemical oxygen demand over the last five years. The evaluation will also identify the additional modifications needed to increase the peak flow capacity of the plant to correspond with the increase in design flow assuming the peak flow to design flow ratio of the existing plant. An opinion of probable construction cost will be developed for the additional work.
- b. The Engineer will submit a draft of the technical memorandum for review by the City, revise the technical memorandum based on comments from the City and submit a final technical memorandum in PDF format.

### **SPECIAL SERVICES**

Upon authorization by the City, the Engineer will provide the City support during the project through the execution of the following special services:

1. None identified.

### **ADDITIONAL SERVICES**

Additional Services are those services not included in Basic or Special Services above that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. Prior to proceeding with such work, the Engineer must receive authorization from the City. The Engineer will provide a written scope description and proposed compensation limit when requesting authorization. Additional Services include, but are not necessarily limited to the following:

1. Design of other improvements not specifically identified in Basic or Special Services.
2. Modifications to the design of improvements previously approved by the City on conceptual, preliminary or detailed design progress submittals.
3. Additional witness testing not included in Basic or Special Services including but not limited to labor associated with attendance for re-testing due to failure of equipment to meet the requirements of the contract documents.
4. Traffic Control and Stormwater Pollution Prevention (SWPPP) Design.
5. Surveying and geotechnical engineering services.
6. Corrosion studies.
7. Archeological investigations not included in Basic or Special Services.
8. GIS processing of geophysical and/or geotechnical data.
9. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
10. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
11. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Special Engineering Services.
12. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of Engineering data and reports for assistance of the City.

13. Other services beyond those included in Basic or Special Services that are approved by the City.
14. Payment of fees for permit applications and publication(s) of notices.
15. Public relation activities and consulting services.

## **Exhibit B**

### **Compensation**

#### **1. Basic Services of Engineer**

Owner shall pay Engineer for Basic Services of Engineer rendered for "Scope of Services" as provided in this Agreement. Fees shall be paid per Article 7 of the General Terms and Conditions.

Compensation for the following services shall be paid on a Cost Reimbursable ("time and materials") basis not to exceed \$48,670:

#### **2. Additional Services of Engineer**

Compensation for Additional Services requested and authorized by the Owner shall be paid to the Engineer on a Cost Reimbursable basis per Article 7 of the General Terms and Conditions. A budgetary limit of \$ 5,000 has been established for any Additional Services requested by the Owner.

Cost reimbursable compensation for Basic Services and Additional Services shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

**TABLE B-1  
PLUMMER ASSOCIATES, INC.  
HOURLY FEE SCHEDULE  
2024**

<b>Staff Description</b>	<b>2024 Rate</b>
Staff Admin	\$100.00
Senior Admin	\$115.00
Staff CAD	\$120.00
Senior CAD	\$145.00
CAD Manager	\$165.00
Staff CM	\$135.00
Project CM	\$165.00
Senior CM	\$220.00
Principal CM	\$300.00
Staff RPR	\$115.00
Senior RPR	\$160.00
Staff Geospatial	\$105.00
Senior Geospatial	\$130.00
Geospatial Manager	\$160.00
Intern	\$80.00
Staff Engineer/Scientist	\$140.00
Project Engineer/Scientist	\$180.00
Project Manager	\$250.00
Subject Matter Expert/ Senior Project Manager	\$305.00
Principal	\$340.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.